

CONTRACT BETWEEN
NJ SEA GRANT CONSORTIUM
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: EC13-031

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

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TABLE OF ATTACHMENTS ATTACHED*

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|------|--|---|--|
| A. | Additional Provisions and Special Modifications. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| A-1. | Additional Federal Funded Agreement Provisions | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-4. | American Recovery and Reinvestment Act (ARRA) Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| B. | Approved Project Budget | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| B-1. | Itemization and Justification of Budget. | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| B-2. | Approved Advance Payment. | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| C. | Expenditure Report | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D. | Scope of Services | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D-1. | Project Requirements. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| D-2. | Contractor's Proposal | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| E. | <input type="checkbox"/> Governing Body Resolution... <input checked="" type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other Authorization. ... | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| F. | Subcontractor Certification | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| G. | Statement of Adequacy of Accounting System | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| H-1. | Chapter 51 – Vendor Certification and Disclosure of Political Contributions (2 years) ... | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| H-2. | Ownership Disclosure Form | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| H-3. | Chapter 271 – Vendor Certification and Political Contribution Disclosure Form | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| RB. | Reference Bibliography. | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

* Wherever this contract form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative.

GENERAL TERMS AND CONDITIONS

I. Contract Award Data and Signatures

Contractor's	- Name: NJ SEA GRANT CONSORTIUM (the "Contractor")
	Address: 22 Magruder Road Fort Hancock, NJ 07732
	Vendor ID #: 99907732001
Financial Officer's	- name: Augustine Anfuso
	- Title: Fiscal Officer (the "Chief Financial Officer")

The State of New Jersey (The "State")
Department of Environmental Protection (the "Department" or the "DEP")
Contracting agency's – name OFFICE OF ENGINEERING AND CONSTRUCTION (the Contracting Agency")
- address: Mail Code 501-01A, P.O. Box 420 Trenton, NJ 08625

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA Number/ CFDA TITLE Federal Agency	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
	State General Fund	\$108,088	14-100-042-4895-130		HR-6
	Federal	0.00			
	Contractor	0.00			
	Other (i.e. bond fund, tax fund etc.)	0.00			
		\$108,088.00	TOTAL APPROVED PROJECT AMOUNT		

Work Period: The "effective date" of this contract is the date the Contractor executes it or the date the State executes it, whichever date is later. The "work period" for this contract commences on <u>5/1/2013</u> or the effective date, whichever is <input checked="" type="checkbox"/> earlier is <input type="checkbox"/> later, and runs for a period of <u>one year</u> thereafter.* Contract funds may be used only to satisfy obligations which arise during the work period.

Purpose and Authority: Contract to be Funded: Storm Surge Reduction Alternatives for Barnegat Bay Statutory Authority for this Contract: NJDEP General Contract Authority, N.J.S.A. 13:1D-9(q); FY 2013 Appropriations Act; N.J.S.A. 58:16A-6
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In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "contract"), the Contractor agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this contract. The provisions of this contract set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this contract.

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

STATE AND CONTRACTOR APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Contractor: **

[Signature]
(signature)

(signature)

John Dege
(print name), Deputy Attorney General

_____, Attorney for Contractor
(print name)

Date: 8/15/2013

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☒ has not been provided to the Contracting Agency by the Deputy Attorney General.

** Approval of this contract by an attorney for Contractor is ☐ mandatory ☐ optional.

APPROVAL OF CONTRACTING AGENCY

OFFICE OF ENGINEERING AND CONSTRUCTION

By: [Signature]
(signature)

Dave Rosenblatt

(print name)

Administrator

(print title)

Date: 8-7-13

EXECUTION SIGNATURES

By the signatures below, the Contractor and the State (the "parties") execute this contract and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

NJ SEA GRANT CONSORTIUM

(print Contractor's name; all capitals)

By: Claire Antonucci
(signature)

Claire Antonucci

(Print name)

Executive Director

(print title)

Date: 8/22/13

COUNTERSIGNED

THE STATE OF NEW JERSEY

By: The DEP

By: [Signature]
(signature)

Rich Boornazian

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: 8/22/13

II. Compliance with Existing Laws and Policies

The Contractor, in order to induce the State to award this contract, agrees in the performance of this contract to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this contract. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this contract and the Contractor agrees to comply with it. The Contractor warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this contract is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Contractor further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this contract and are binding upon them. The Contractor agrees and guarantees to afford equal opportunity in performance of this contract in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this contract, the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 - 2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
 - 3. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor shall include these same provisions in any subcontract for work in furtherance of this contract.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this contract. The Contractor represents and affirms that none of its employees, its subcontractors, its subcontractors' employees, and the Contractor itself is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (L2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this agreement for the Contractor to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign or committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Contractor itself, would subject that entity to the restrictions of P.L.2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c.51. Further, where the Contractor is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this agreement exceeds \$17,500, the Contractor shall submit with this agreement a "Vendor Certification and Disclosure of Political Contributions (2 years) Form" (attached as Attachment H-1) certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A 19:44-3(n) and

- N.J.A.C. 19:25-1.7 and the "Ownership Disclosure Form" (attached as Attachment H-2). It is the Contractor's continuing obligation to report any contributions it makes during the term of this agreement. Additionally, unless this agreement is required by law to be publicly advertised for bids, if the Contractor is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this contract exceeds \$17,500, the Contractor shall submit with this agreement a "Vendor Certification and Political Contribution Disclosure Form" (attached as Attachment H-3) listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by the business entity during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. Please note that forms and instructions are available for review at <http://www.state.nj.us/treasury/forms.shtml>.
- E. The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.
- F. The Contractor represents and warrants:
1. That no person or selling agency has been employed or retained to solicit or secure this contract in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. and that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- G. The Contractor shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- H. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
- I. The Contractor warrants that it will obtain and maintain, during the term of this contract, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this contract. The Contractor shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this contract.
- J. New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this contract.
- K. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this contract:
1. United States Office of Management and Budget ("OMB") Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations),
 2. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively),
 3. OMB Circular A-133 Revised (Audits of States, Local Governments, and Non-profit Organizations),
 4. Common Rule regulations for federal agencies, as applicable. (e.g. 40 CFR 31 for USEPA), and
 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:

1. United States Office of Management and Budget ("OMB") Circulars and the associated regulations A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles for Educational Institutions; State, Local and Indian Tribal Governments; and Non-Profit Organizations, respectively,
2. OMB Circulars and the associated regulations A-102 and A-110 (2 CFR Part 215), the Grants and Cooperative Agreements with State and Local Governments; and Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
3. OMB Circular A-133, Revised, Audits of States, Local Governments, and Non-Profit Organizations,
4. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx>, and
5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Contractor shall maintain in force for the term of this contract liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Contractor must, within thirty (30) days after the effective date of this contract, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals thereof, naming the Department and its employees as Additional Insureds. No payments may be made under this contract until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include an endorsement for contractual liability and shall name the State of New Jersey as an additional insured. The policy shall also include an endorsement for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with a limit of not less than:

\$1,000,000 Bodily Injury, Each Occurrence
\$1,000,000 Disease Each Employee
\$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Contractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the contractor's performance, attempted performance, or failure to perform in connection with this contract (collectively, "performance"), regardless of whether such performance was undertaken by the Contractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Contractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Contractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Contractor shall not assert any defense which would be available to the State but not to the Contractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this contract. The Contractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Contractor in writing and shall have a copy of such claim forwarded to the Contractor.

THIS SECTION IV DOES NOT APPLY FOR CONTRACTS WITH THE UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY (UMDNJ)

V. Assignments and Subcontracts

The Contractor shall not subcontract any of the work or services covered by this contract nor shall any interest be assigned or transferred, except as may be provided for in this contract or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Contractor shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Contractor shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this contract.
- C. The Contractor shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this contract which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any contract only those funds which have been appropriated and are available during the State fiscal year in which the contract is executed. For any contract which will be completed during that fiscal year, the State's contract amount will be fully encumbered and committed. However, for any contract, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full contract amount and the full funding of the contract may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this contract is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Contractor, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this contract.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Contractor of the contractual responsibilities arising under its procurements. The Contractor is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this contract.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

- A. Payment under this contract will be made upon submission by the Contractor of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Contractor that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
 1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will

be made to the Contractor upon receipt by the Department of a properly executed copy of this contract, signed by an appropriate officer of the Contractor organization, together with a properly executed invoice form.

2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the contract will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this contract, Contract Closeout Procedures.
 4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this contract.
 5. Contractor may not use any contract funds to satisfy any obligation which arose outside the work period.
- B. If this contract includes federal funds, all invoices must be submitted by the Contractor and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Contractor shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Contractor from contract-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of contract funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Contractor's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Contractor cannot comply with the requirements established in this Section XII, Financial Management System.

A. Contractor financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
2. records that adequately identify the source and application of funds for Department- supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Contractor's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
5. accounting records that are supported by source documentation,
6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Contractor, whenever funds are advanced by the Department, and
7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the contract may be required by the Department upon written notice to the Contractor.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this contract. The budget shall be itemized to disclose specifically the contract tasks and project activities to be funded.
- B. The Contractor shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Contractor's Chief Financial Officer.
- C. The Contractor shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each contract task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of contract tasks, and actual costs for each unit or task:
 - 1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal, for the reporting period,
 - 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 - 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Contractor shall submit a final report on its overall performance of this contract, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this contract or any other contract entered into between the Department and the Contractor and shall take action to suspend payments to the Contractor by other State agencies.
- G. If the Contractor has a history of unsatisfactory performance or the Contractor does not submit satisfactory reports, the Department may require additional and more detailed reports from the Contractor.

XIV. Monitoring Performance

- A. The Contractor shall continually monitor its performance under this contract to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal.
- B. The Contractor shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or contract tasks within established time periods; and
 - 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more contract tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 - 1. review project accomplishments and management control systems,

2. audit the financial records pertaining to this contract, and
 3. provide such technical assistance as may be required.
- D. If the Contractor is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Contractor to obtain additional Department approvals before proceeding or requiring the Contractor to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. All contracts are subject to audit by the State. This contract may be audited at the discretion of the State up to five (5) years after the date of last payment under this contract or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Where an audit conducted hereunder indicates any noncompliance by the Contractor with the material terms and conditions of this contract, the Contractor shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this contract, Contract Amendment; Section XVIII of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Contractor should be disallowed as beyond the scope or the purpose of this contract, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Contractor shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- C. In any case, this contract is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon previous audits of the contract.

XVI. Contract Amendment

If it desires to amend this contract, the Contractor must submit a written request to the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Contractor or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this contract, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Contract Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Contractor consents to, any amendment to the scope of the services to be performed by the Contractor, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Contractor may obtain approval directly from the Contract Officer to transfer amounts of up to \$20,000 or 10% of the total contract amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total contract amount is less than \$25,000, the Contract Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the contract budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
1. the Department notifies the Contractor, that the Contractor is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the contract or to fulfill the purposes of this contract,
 2. the Department notifies the Contractor at least thirty (30) days in advance of any reduction,
 3. after consultation, the Contractor is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4. the Department considers the contractor's fixed costs when making any reduction.
- C. The Contract Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Contract Officer at least thirty (30) days in advance of the scheduled end of the work period. The Contract Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract. The Contractor must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this contract shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Contractor. This process shall include the steps enumerated below.

- A. The Contractor shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Contractor.
- B. The Contractor shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Contractor shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this contract, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Contractor shall account for any property acquired with contract funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this contract, Property Management Standards.
- F. The Contractor shall comply with any Federal audit or closeout procedures applicable to this contract and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this contract.
- G. The Department retains the right to request any additional information necessary to close out this contract and may retain any final contract payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
 1. Termination - The "termination" of this contract means the cancellation of unsatisfied contractual obligations prior to the completion of the contract tasks by the Contractor. Work should stop unless the Contractor wants to continue at its own expense.
 2. Expiration Date - The "expiration date" of this contract is the agreed upon date at which time the term of this contract automatically ends absent a formal written amendment executed by the parties. The expiration date of this contract shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 3. Suspension - The "suspension" of this contract means a temporary cessation of State support or assistance pending corrective action by the Contractor or pending a decision to terminate the contract by the Department. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Contractor fails to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frames set forth herein, the Department may upon notice to the Contractor suspend this contract and withhold further payments, prohibit

the Contractor from incurring additional obligations of contract funds pending corrective action by the Contractor, or decide to terminate this contract in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Contractor to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of federal OMB Circulars A-102 or A-110, appropriate federal common rule or any other applicable state or federal requirements.

- C. The Department may terminate this contract, in whole or in part, upon thirty (30) days notice, whenever it determines that the Contractor has failed to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frames set forth therein. The Department shall promptly notify the Contractor, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Contractor and the Contractor shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Contractor to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of federal OMB Circulars A-102 or A-110, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this contract, Closeout Procedures, shall apply in all cases of termination of this contract.

XIX. Access to Records

- A. The Contractor agrees to make available to the Department, any Federal agency whose funds are expended in the course of this contract, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit contractor's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Contractor prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Contractor to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Contractor or by independent certified public accountants or licensed public accountants hired by the Contractor to perform such audits.

XX. Record Retention

- A. The Contractor shall retain financial records, supporting documents, statistical records, and all other records in the contractor's financial management system or otherwise pertinent to this contract (a) for a period of five (5) years from the date of last payment under this contract or the State's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with State funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Contractor when it determines that the records possess long term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this contract requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this contract, or by said delegate's successor or superior, if any.
- B. If the Contractor is a municipal or county government agency, the Contractor must submit with this contract a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this contract. If the Contractor is a corporation, the Contractor must submit with this contract a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this contract. The Department will not make any payments until such ordinance or resolution is received.
- C. If the Contractor is a corporation or partnership, the Contractor must submit with this contract a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Contractor is a corporation incorporated outside of New Jersey, the Contractor must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Contractor is neither a government agency nor a corporation and if the Contractor has neither a residence nor a place of business in New Jersey, the Contractor hereby irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this contract. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Contractor at the address shown in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Contractor is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Contractor for documented administrative expenses. If this contract is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this contract is funded by the State, interest above \$100 per year may be retained by the Contractor for purposes of this contract or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Contractor has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Contractor shall return the funds to the Department no later than thirty (30) days after the request. Where the Contractor fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Contractor was notified of the debt. If the Contractor is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this contract shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Contract; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Contractor proposal; and (3) the contractor's proposal (D-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of this Contract.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract or the breach of it will proceed as follows:
 - 1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Contractor warrants that it is aware of the work required to be performed under this contract, that it has the capabilities and credentials required by the contract, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this contract.
- E. Disclaimer of Agency Relationship: The contractor's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the contract shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Contractor or its subcontractors.
- F. Computation of Time: When the contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Contractor, in the course of its duties under this contract, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this contract.
- H. Captions and Headings: Captions and headings used in this contract are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this contract shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written contract which supersedes all such prior understandings and agreements. Neither party enters into this contract in reliance on any statement nor representation of the other which is not reiterated herein, or incorporated herein by reference.
- K. Successor and Assigns: This contract shall be binding upon any successors or assigns of the Contractor. The State may, in its sole discretion, reject any proposed successor or assign of the Contractor.
- L. Counterparts: This contract may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Contractor or the Contracting Agency shown in Section I, Contract Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this contract shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Contractor waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Contractor shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Contractor shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC13-031

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the contract between NJ Sea Grant Consortium and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this contract, Insurance.)

A. The Contractor maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☒ insurance
- ☐ self insurance
- ☐ not required

2. automobile liability

- ☒ insurance
- ☐ self-insurance
- ☐ not required

3. worker's compensation

- ☒ insurance
- ☐ self-insurance
- ☐ not required

4. employer's liability

- ☒ insurance
- ☐ self-insurance
- ☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ is on file with the Department.
- ☒ will be forthcoming within 30 days after the effective date of this contract.
- ☐ other (explain) _____.

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this contract, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the contract (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures) is

- ☒ fully funded.
- ☐ partially funded in the amount of \$_____.
- ☐ not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this contract, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
☐ authorized for \$ _____.
☒ not applicable.
- B. Progress payments
☐ shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
☐ shall be based on actual expenditures submitted on a _____ (e.g. mo./qtr.) basis accompanied by receipts.
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.
- C. Final payment of _____
 (amount or description)
☐ shall be withheld pending receipt of all final reports.
☒ is not applicable.
☐ (other, specify) _____.

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this contract, Matching and Cost Sharing Requirements.)

- ☐ The Contractor shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
☒ Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this contract, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this contract shall be
☐ paid to the Department.
☐ retained by the Contractor.
☒ not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this contract, Project Income, shall be
☐ added to funds committed to the project by the Department and used to further eligible project objectives.
☐ deducted from the total project costs for the purpose of determining the net costs on which the Department shall base contract payments.
☐ paid to the Department.
☐ retained by the Contractor.
☒ not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this contract, Financial Management System.)

- A. A statement attesting to the adequacy of the Contractor's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this contract, Financial Management System,
☒ must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
☐ is not required.
- B. Financial reports shall be prepared in a manner consistent with the Contractor's normal accounting records, which are kept on
☐ a cash basis.
☒ an accrual basis.
☐ modified accrual basis.
☐ (other, specify) _____.

VII. Financial and Performance Reporting (See Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
 - ☒ on a quarterly (e.g. mo./qtr.) basis, no later than 30 days immediately following the end of the period.
 - ☐ (other, specify) _____, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a quarterly (e.g. qtr./annual) basis. These reports should be submitted no later than 30 days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Contractor no later than 30 days after the Contractor's completion of all contract tasks, the expiration date of this contract, or the termination of this contract, whichever first occurs.

VIII. Audit Requirements (See Section XV of the General Terms and Conditions of this contract, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 04-04-OMB,
 - ☒ this contract is subject to a single audit and will be audited as such on Contractor's fiscal year.
 - ☐ this contract is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this contract is not subject to a single audit under paragraph A above,
 - ☐ the contract shall otherwise be audited at the end of the work period.
 - ☒ the contract may otherwise be audited at the Department's discretion up to five years after the Contractor's last payment.
- C. If this contract is audited under paragraph B above, the audit shall be conducted by
 - ☒ State auditors.
 - ☐ Department internal auditors.
 - ☐ a CPA firm appointed by Department.
 - ☐ a CPA firm chosen by the Contractor.
 - ☒ (other, specify) At the discretion of the Department.
- D. The Department's records show the Contractor's fiscal year ends on 6/30. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Contracting Agency identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, not later than nine months after the close of the Contractor's fiscal year.

IX. Contract Amendment (See Section XVI of the General Terms and Conditions of this contract, Contract Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) John H. Moyle, (title of position) Manager or the successor to that position (the "Contract Officer").

X. Authorizations and Disclosures (See Section XXI of the General Terms and Conditions of this contract, Approvals and Authorizations.)

- A. The Contractor is
 - ☐ a local government agency.
 - ☐ a New Jersey corporation.
 - ☐ an out-of-state corporation.
 - ☒ (other, specify) NJ Sea Grant Consortium.
- B. Appended hereto as Attachment E, Governing Body Resolution or Corporate Resolution, is
 - ☐ a governing body resolution.
 - ☒ a corporate resolution.
 - ☐ no resolution.

C. A Contractor's Stockholder Disclosure Statement is

- ☐ submitted herewith.
☒ not applicable.

D. A certificate of authority for Contractor to do business in New Jersey

- ☐ will be submitted.
☒ is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this contract, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- ☐ may be retained by the Contractor for documented purposes under this contract.
☐ shall be remitted to the Department on a quarterly basis.
☒ will not exist because no advance payment is authorized.
☐ (other, explain) _____.

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this contract are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this contract. If all modifications do not fit on this page, the numeral "5" in the phrase "of 5" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- ☒ This Section XII does not contain modifications to the General Terms and Conditions of this contract.
☐ This Section XII does contain modifications to the General Terms and Conditions of this contract, and this Attachment A now comprises [4] pages.

ADDITIONAL TERMS AND CONDITIONS

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: EC13-031**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	CONTRACTOR	OTHER
A. Personnel Costs	\$47,625	0.00	\$47,625	0.00	0.00
Salaries					
Fringe Benefits	\$10,185	0.00	\$10,185	0.00	0.00
B. Consultants and Subcontractors	0.00	0.00	0.00	0.00	0.00
C. Other Costs Specify below:					
▪ Computer charges	\$1,000	0.00	\$1,000	0.00	0.00
▪ Travel	\$692	0.00	\$692	0.00	0.00
▪ Equipment	\$6,000	0.00	\$6,000	0.00	0.00
▪ Sea Grant Fee	\$9,826	0.00	\$9,826	0.00	0.00
▪ Tuition Remission	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$74,968	0.00	\$74,968	0.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$74,968	0.00	\$74,968	0.00	0.00
Indirect Costs	\$33,120	0.00	\$33,120	0.00	0.00
TOTAL PROJECT AMOUNT	\$108,088	0.00	\$108,088	0.00	0.00

TOTAL CONTRACT AMOUNT is ☒ the sum of "Federal" and "State" column totals \$108,088
☐ the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☐ Attachment D, Scope of Services, on page(s) ____.
- ☒ Attachment D-2, Contractor's Proposal, on page(s) 10.
- ☐ Attachment B-1, Itemization and Justification of Budget, comprising ____ pages.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC13-031

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$47,265				
Fringe Benefits	\$10,185				
B. Consultants and Subcontractors	0.00				
C. Other Costs Specify:					
▪ <u>Computer Charges</u>	\$1,000				
▪ <u>Travel</u>	\$692				
▪ <u>Equipment</u>	\$6,000				
▪ Sea Grant Fee	\$9,826				
▪ Tuition Remission	0.00				
D. Audit	0.00				
Subtotal Direct Costs	\$74,968				
Less Program Income	0.00				
Total Direct Costs	\$74,968				
Indirect Costs	\$33,120				
TOTAL PROJECT AMOUNT	\$108,088				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this contract, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____
(Signature)

Name: Augustine Anfuso
(print name)

Title: Fiscal Officer

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC13-031

SCOPE OF SERVICES

The Scope of Services for this contract comprises Attachment D-2, Contractor's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Contractor's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises one page, including this page.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC13-031

PROJECT REQUIREMENTS

The Contractor shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. _____. See N.J.A.C. _____. Listed below are specific requirements, including special conditions, of the program and the project covered by this contract. This Attachment D-1 comprises 1 pages, including this page.

The Contractor shall submit a written report detailing the results of the work conducted under this contract to the Department a written report detailing the results of the investigation within six months from the effective date of this contract. If, within the duration of the project, any short-term flood reduction alternatives are identified that can be considered for immediate implementation are identified, the contractor should provide the Department with an interim report on these findings.

The Contractor shall complete all tasks identified in the Contractor's Proposal, attached hereto as Attachment D-2, to the satisfaction and subject to the approval of the Department.

The Contractor shall ensure that its selection of subcontractor complies with all applicable federal, state and local statutes, rules and/or ordinances, including but not limited to those related to public advertisement and/or bidding.

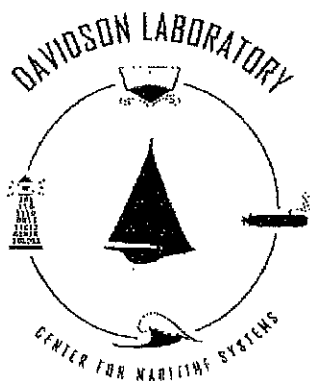
The Project Implementation Schedule set forth in the Contractor's Proposal shall be adjusted to begin on the effective date of this contract.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER: EC13-031

CONTRACTOR'S PROPOSAL

Contractor's project proposal, comprising 10 pages, including this page, is incorporated into this contract as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Contractor's Proposal, describes the assignment tasks and project work units which the Contractor shall perform and deliver pursuant to this contract.



Storm Surge Reduction Alternatives for Barnegat Bay

A Proposal

Thomas Herrington
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Alan Blumberg
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Nickitas Georgas
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Stevens Institute of Technology
Hoboken, NJ

April 18, 2013

Introduction

Hurricane Sandy was a painful reminder that coastal storms are among the world's most costly and deadly disasters, capable of causing tens-to-hundreds of billions of dollars in damages and destroying entire neighborhoods. Increased damage from storm surge flooding is one of the most certain impacts of our future climate, with the potential for intensified storms, increased rainfall, and storm surges coming on top of rising sea levels. Sea level rise is expected to accelerate over the 21st Century, primarily due to increasing expansion of warming seawater and accelerated melting of landbased ice sheets. A conservative estimate of 30-60cm for New York City, as an example, by 2080 will change a 100-year flood event to a 30-year flood event, and "rapid ice-melt" scenarios call for over a meter of sea level rise over this period.

Barnegat Bay is one area of the New Jersey coast where storms of the future can be particularly devastating. The bay watershed comprises most of the area of the 36 municipalities within Ocean County, NJ, and is the fastest growing county in the State. 2004 census data estimate that the population increased 7% between 2000 and 2004, rising to over 550,000. As a popular seasonal vacation area, the population rises to around 900,000 or more in the summer when storms are particularly frequent. Flood protection is critical yet there is limited quantitative information available to help make decisions on what is most effective. The Barnegat Bay estuary (Figure 1) is a shallow, sheltered lagoon system that includes, from north to south, the waters of Barnegat Bay proper, Manahawkin Bay, and Little Egg Harbor. For the purposes of this document, Barnegat Bay is used to refer to the whole estuary. The total receiving water area of approximately 117 square miles connects to the Atlantic Ocean through the Little Egg Harbor Inlet in the south, the Barnegat Inlet at its midst, and the Manasquan Inlet through the Point Pleasant canal in the north. The estuary drains an approximately five times larger watershed (660 square miles).

A key opportunity exists to leverage existing model-based flood zone mapping and risk assessment work, and use them to help quantify the choices available for flood protection services in Barnegat Bay. The Federal Emergency Management Agency (FEMA) has embarked on an ambitious effort to re-evaluate the nation's coastal flood hazard for the purpose of updating all the coastal flood zone maps. Many of these regional efforts are utilizing hydrodynamic modeling of storm surges, and FEMA is amassing and producing detailed and publically available datasets for New Jersey among other areas. By developing and employing a hydrodynamic storm surge model of Barnegat Bay, it is possible to use these data to quantify the practicality of a range of engineering alternatives for reducing the storm surge in Barnegat Bay.

Our ongoing work suggests that we can find ways to reduce flooding in Barnegat Bay. Appendix A lists our research relevant to coastal flood risk assessments and climate change. One example that is certain to stop flooding in Barnegat Bay is a judicious choice of gates to block one or more of the connections from the Atlantic Ocean to the bay itself. The expected result of shallowing certain areas of the bay can reducing flood levels. For example, our modeling experiments evaluating the influence of shallowing

Jamaica Bay back to its historic 3 m average depth show that this would reduce Tropical Storm Irene's peak flood elevation by 12%. It would reduce normal high tide elevations, but also raise low tides and overall mean water levels. Creating high frictional areas, ie, by changing the bottom sediment characteristics or adding wetlands in the bay itself will further decrease peak water elevations. Wetlands, for example, can provide protective benefits from storm-driven waves and flooding, due to their rough surfaces and added frictional effect on rapidly moving waters [Gedan et al., 2010; Wamsley et al., 2010]. Wetlands are frequently mentioned by urban planners and the general public for their protective benefits against storm surges. In fact, municipalities across the nation are weighing the value of coastal wetlands for flood protection and the many ecosystem services they provide.

Here, an assessment is proposed with an overriding goal of developing methods to quantify the choices for protecting the residents and property of Barnegat Bay from flooding. The primary study objectives include:

- Map the extent of Barnegat wetlands, beaches, mud flats, and other ecosystem features and the bathymetric depth profile.
- Quantify the flood resilience of the present-day coastal zone by developing and validating a high-resolution hydrodynamic model of the bay using model runs of the Stevens Estuarine and Coastal Ocean Model (sECOM) that is used within the Stevens Storm Surge Warning System (<http://stevens.edu/SSWS>).
- Work with decision-makers and natural resource managers to develop realistic scenario options that can reduce storm surge flood elevations and run these scenarios factoring in conditions of rising sea level and the potential from more intense storms.
- Assist in performing a cost-benefit analysis of the scenarios by providing a full risk assessment for the storm-driven flooding.

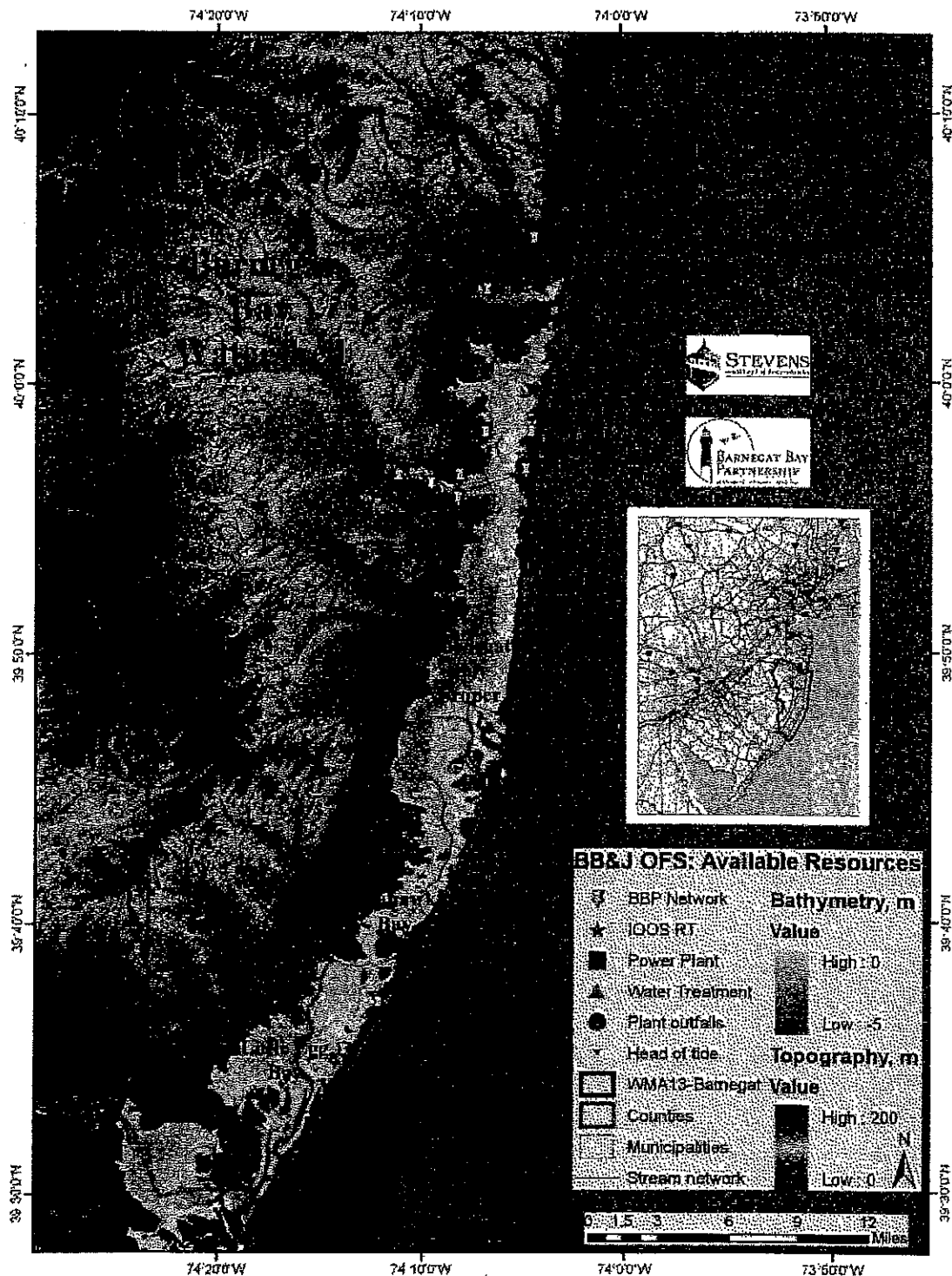


Figure 1. The Barnegat Bay estuary, its watershed surface hydrology and major point sources, and some of the available resources that will be utilized in this project as described in the text.

Research Plan – The hydrodynamic model

The development of a new, three-dimensional, data-assimilative, high-resolution hydrodynamic model for the Barnegat Bay estuary – including its vast intertidal areas – is proposed and is the center piece of the effort. The model will be linked upstream to river streamflows (including plant inflow-effluent processes, base flow, and watershed runoff) and downstream to oceanic tidal and storm surge influences, and forced by local meteorology (wind, barometric pressure, atmospheric heat fluxes). The new hydrodynamic model will be based on sECOM, the code created and applied by Stevens Institute of Technology on its New York Harbor Observing and Prediction System (NYHOPS, Figure 2, www.stevens.edu/maritimeforecast, and http://hudson.dl.stevens-tech.edu/maritimeforecast/google/Stevens_NYHOPS.kmz), operational daily since 2006 (Georgas and Blumberg 2010, Georgas *et al.* 2009 and 2007, and Blumberg and Georgas 2008).

The preexistence of the validated NYHOPS Operational Forecast System (OFS) will provide extremely important leverage to this project: The acquisition of the very significant computational resources that otherwise would be needed for the creation of an accurate hydrodynamic model will in this case be limited, because we will use some of the Stevens-owned and maintained equipment allocated to the NYHOPS OFS, and because the Barnegat Bay model will be nested within the larger domain of the NYHOPS OFS. We will also use the vast amount of data accumulated within the NYHOPS databases from an extensive station network of Stevens-owned and NOAA Integrated Ocean Observing System (IOOS) resources, spanning 7 US states around NY/NJ (http://hudson.dl.stevens-tech.edu/maritimeforecast/google/Stevens_Database.kmz), and going back to the year 2006. The NYHOPS operational observation and forecasting system is presently running on a cluster of nine high-performance computers, with two modeling simulation machines, two attached inline storage and back up servers, three database servers, and two dedicated web servers. It should be noted that although the NYHOPS OFS includes Barnegat Bay as part of its present domain, its results within the estuary are comparatively poor due to resolution constraints; for example, the Barnegat Inlet is not resolved, and the whole Bay is segmented to only 2 computational cells across. On the contrary, NYHOPS results on the ocean side of the barrier islands at Point Pleasant, Brant Beach, Little Egg Inlet, and further south at Atlantic City, have been extensively validated and exhibit some of the best NYHOPS prediction skills (Georgas and Blumberg 2010).

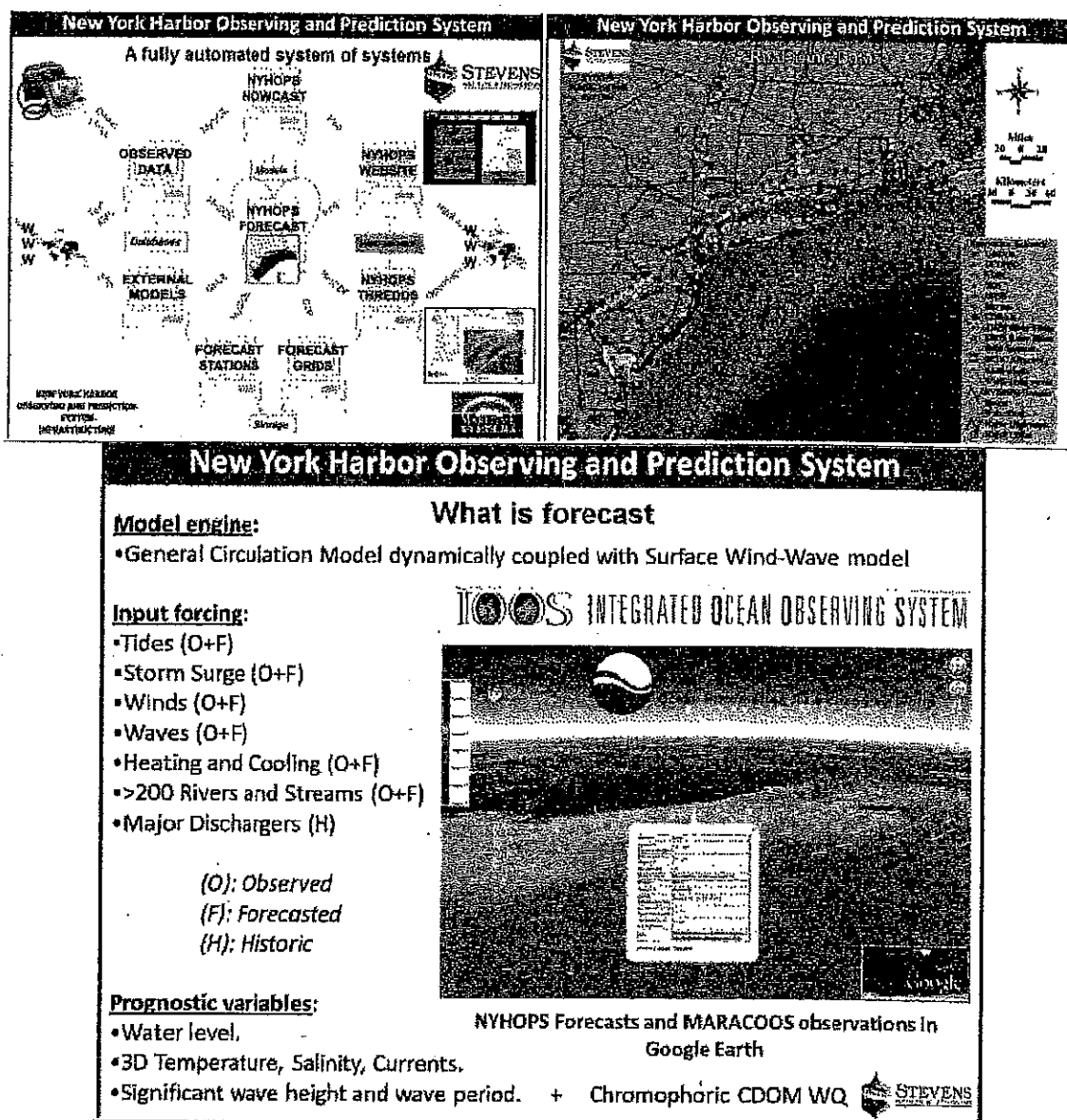


Figure 2. Stevens Institute of Technology's New York Harbor Observing and Prediction System (NYHOPS), part of the NOAA Integrated Ocean Observing System (IOOS).

The proposed Barnegat Bay OFS will be nested at the ocean-ward extent of the existing watershed within the 7-US-state-encompassing operational NYHOPS model to provide local predictions of currents, total water level, transport (3D advection-diffusion), surface waves, 3D water temperature, and 3D salinity on a high-resolution grid encompassing the whole Barnegat Bay estuary, from Little Egg Harbor to the Point Pleasant Canal. We have already collected and integrated 10m resolution bathymetric and topographic datasets that will be used to accurately resolve the complex subtidal and intertidal geometry of the entire shallow estuary (Figure 1). The watershed-based approach

employed in the NYHOPS OFS (that includes freshwater and thermal inputs from 98 major river systems, 146 minor ungaged watersheds, 241 sewage treatment plants, and 39 power plants) will also be adopted for this effort to capture distributed fluvial, point, and non-point inputs, and extractions, throughout the Bay's receiving waters.

The new model will be validated against two previous impactful events, Hurricane Irene and Superstorm Sandy. The environmental data to be used has been collected by Stevens and partner institutions under the NOAA framework of which NYHOPS is a part. The "IOOS RT" (Real-Time) locations shown as red stars in Figure 1 include real-time USGS streamflow observations, real time water level observations, temperature, and salinity, real-time surface meteorology (winds, barometric pressure, etc.), NWS/AHPS forecasted streamflow, etc.

Research Plan – Adaptive Engineering

Adapting New Jersey to sea level rise and the potential for increased storm intensity is a daunting task. Here we will consider two types of alternatives, blocking off the entrances to Barnegat bay during an intense meteorological event and creating high frictional areas within bay to reduce the surge heights.

It is straightforward given a hydrodynamic model in which confidence has been established to run engineering alternatives. Here we plan to block off the Manasquan and Barnegat Inlets and assess how the bay responds to the storm event. The third alternative of closing Little Egg Harbor Inlet in the south, can be investigated as well. We will be able to assess where the blocked surge waters will go given a set of blocked alternatives.

The protective benefits from changing the bottom characteristics of the bay or by adding wetlands on storm-driven waves and flooding are simulated in hydrodynamic modeling studies through a simplified approach to representing these effects is through modified Mannings- n (bottom roughness) or roughness length (Z_0) values. A growing body of literature is available to estimate or convert between these values [e.g., Bunya et al., 2010; Wamsley et al., 2009]. Ecosystems to be represented in the modeling include but are not limited to: tidal wetlands, shrubs, grasslands, oyster reefs, and woody wetlands. Incorporating possible morphological changes will also be considered. Here, the modified depths and ecosystems can simply be "painted" on the existing model grid (via the model input datafiles) for each scenario. Representation of flow alterations by vegetation with bottom roughness is a simplified approach that neglects direct influences within the water column, but good model agreement for surges and flood recession processes at inland locations suggest the approach is an adequate one [Bunya et al., 2010].

Rising sea levels, and increased storm rainfall are two robust predictions of our future climate. We will incorporate them in our framework by rerunning Irene and Sandy as if they occurred for these changed conditions. The sea level rise projections are already being made for one of our funded NOAA-RISA projects using all the global climate

models (GCMs) used by the Intergovernmental Panel on Climate Change (IPCC) that have relevant sea level outputs. For incorporating the effect of climate on rainfall, we will use the observation from a range of climate model results that rainfall increases roughly 7% per degree C increase in SST [Knutson et al., 2010].

Changes to the pathways, frequency, or wind speeds of intense storms of the future as a result of climate change are highly uncertain, particularly in any given ocean basin [e.g., Knutson et al., 2010]. However, given apparent recent increases in storm events in the U.S. Northeast, we may also incorporate climate change effects into our modeling by further strengthen Irene and Sandy and rerunning them.

Task List:

1. Design engineering alternatives to investigate.
2. Develop new Barnegat Bay water and overland grid based on the sECOM surge model.
3. Couple the Barnegat Bay model with the offshore NYHOPS OFS.
4. Test and validate model performance by modeling Irene and Sandy and compare results at gauged sites and over-land High Water Marks.
5. Rerun and analyze the results of the sECOM Barnegat Bay model for Irene and Sandy for a combination of 3 or 4 engineering scenarios.
6. Repeat the analysis employing several future climate scenarios of sea-level rise, more intense storms and changing rain intensities.
7. Evaluate the engineering scenarios that most effectively reduce storm surge flood elevations
8. Assist in performing a cost-benefit analysis of the scenarios.
9. Meet with appropriate groups to communicate the results of the effort.
10. Document results. Prepare publications.

Time Line:

Given the tasks detailed above, it is estimated that the proposed work will be completed 5 months after the contact is in place.

Budget:

SIT BUDGET SUMMARY

AGENCY: NJDEP

PI Name: Tom Herrington

Proposal Title: Storm Surge Reduction Alternatives for Barnegat Bay

DIRECT COST (Stipend & O/H)		<u>Year 1</u>	<u>Total</u>
	KFS Object Codes		
<i>Salary & Wages (Academic or Calendar Year)</i>			
Post-Docs		\$0	\$0
Part Time Employees		\$0	\$0
Faculty/R Scientists		\$45,265	\$45,265
<i>Salary & Wages (Summer Months)</i>			
Faculty, Summer		\$0	\$0
Graduate Students (academic year)		\$0	\$0
Graduate Students (summer)		\$0	\$0
Graduate Students (hourly)		\$0	\$0
Undergraduates		\$2,000	\$2,000
Benefits		\$10,185	\$10,185
Total Salaries, Wages & Benefits		\$57,450	\$57,450
OTHER DIRECT COST (Stipend & O/H)			
Catalogue & Publishing Costs		\$0	\$0
Printing and reproduction		\$0	\$0
Computer charges, software& hardware		\$1,000	\$1,000
Office, Dept & Lab supplies		\$0	\$0
Travel (Domestic)		\$692	\$692
Travel (Foreign)		\$0	\$0
Conference fees		\$0	\$0
Subcontracts ≤\$25k		\$0	\$0
Consulting & outside services		\$0	\$0
Repairs and Maintenance		\$0	\$0
Honoraria		\$0	\$0
Legal Fees		\$0	\$0
Other category as needed		\$0	\$0
Total Other Direct Expenses		\$1,692	\$1,692
TOTAL (takes O/H)		\$59,142	\$59,142
OTHER DIRECT COST (No O/H)			
Tuition Remission		\$0	\$0
Participant Support - Travel		\$0	\$0
Participant Support - Stipend		\$0	\$0
Participant Support - Subsistence		\$0	\$0
Participant Support - Other		\$0	\$0
Equipment over \$5,000		\$6,000	\$6,000
Sub-Contracts >\$25k		\$0	\$0
TOTAL DIRECT COST		\$65,142	\$65,142
Indirect Cost* (60% for DoD Contracts ONLY)	56.0%	\$33,120	\$33,120
TOTAL FROM SPONSOR		\$98,262	\$98,262
Cost Share by Stevens**		\$0	\$0
TOTAL BUDGET		\$98,262	\$98,262

**Fee to Sea Grant **

\$9,826 \$9,826

\$108,088 \$108,088

*NOTE REGARDING INDIRECT COST RATE:

Please refer to the current Fact Sheet for relevant rates for Steeples and/or DoD contracts

**COST SHARING SHALL BE GOVERNED BY SIT POLICY 20.2.8

ver2.7.07nsc

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER:

CORPORATE RESOLUTION

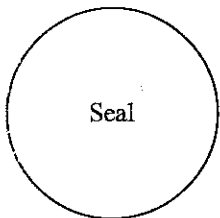
It is in the best interest of New Jersey Sea Grant Consortium, a corporation
(print Contractor's name including corporate designation, e.g., inc., corp., etc.)
of the State of New Jersey, to enter into a contract with the State of New Jersey in the amount of
approximately \$108,088.00 to fund the following project: "storm Surge Reduction
Alternatives For Barnegat Bay"

Therefore, the Board of Trustees resolves
(print name of Contractor's governing body, e.g., board of directors, board of trustees, etc.)
that Claire Antonucci or the successor to the office of Executive Director
(print name) (print title of authorized officer)
is authorized (a) to execute a contract with the State in an amount not less than \$108,088.00 and not more
than \$108,088.00, and (b) to execute ☐ any amendments thereto ☒ any amendments thereto which do not
increase the Contractor's obligations.

*The Board of Trustees authorizes and hereby agrees to match 0 % of the
(print name of Contractor's governing body)
Total Project Amount, in compliance with the match requirements of the contract. The availability of the match for such purposes,
whether cash, services, or property, is hereby certified. 0 % of the match will be made up of in-kind services (if allowed by
program requirements and the contract). *

The Contractor agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance
pursuant to the contract.

Introduced and passed July 30, 2013.



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the
contract. Where in-kind services are allowed and are stipulated by the Contractor, an attachment must be provided and appended
hereto, breaking out the in-kind services to be provided by the Contractor.

CERTIFICATION*

I, Claire Antonucci, Executive Director, of
(print name) (print title)
New Jersey Sea Grant Consortium certify that this resolution was duly adopted by
(print Contractor's name)
Board of Trustees at a meeting duly held on the 30 day of July,
(Print name of Contractor's governing body)
2013; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have
subscribed my signature. **

[Signature]
(signature of corporate secretary or equivalent) *

Deborah A. Meehan
(print name)

Corp. Secretary
(print title)

Date: 7/30/13 **

* Certification must be signed by officer other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Contractor's execution of the contract. If the original certification expires prior to the Contractor's execution, the Contractor must submit a currently certified copy of this Attachment E when it returns the executed contract to the Department.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER:

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between Stevens Institute of Technology (the "subcontractor") and NJ Sea Grant Consortium (the "Contractor") (such subcontract, the "subcontract") for work in furtherance of the contract with the State of New Jersey (the "State") captioned above (the "contract") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, the subcontractor shall comply with, and shall be bound by, all terms of the contract (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the contract: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Contractor and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Contractor has given it a complete copy of the contract and that it is familiar with all of the contract's terms
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Contractor and has no relationship with the State in connection with the contract as its agent, servant, employee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the contract, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, or (iii) the relationship between the subcontractor and the Contractor in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the contract. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the state's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: 7.31.13

Steven's Inst. of Technology
(print name of subcontractor)

by:

Barbara DeHaven
(signature)

BARBARA DEHAVEN
(print name)

ATTEST:

EXEC. DIRECTOR
(print title)

1 Castle Point Terrace
(number and street)

Hoboken NJ 07030
(municipality, state, and zip code)

201.216.8762
(telephone number)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name and title)

CERTIFICATION*

I, _____, _____ of
(print name) (print title)

_____, certify that the individual who executed this
(print subcontractor's name)
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

Loretta M. Brissette
(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

LORETTA M. BRISSETTE
(print name)

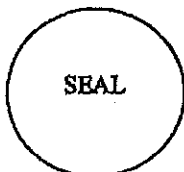
(signature of subcontractor's secretary or equivalent)

(print name)

(print title)

NOTARY PUBLIC - State of N.J.
(print title)

Date: _____



Loretta M. Brissette
LORETTA M. BRISSETTE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June, 2018
I.D. Number 2207476

*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

**CONTRACT
BETWEEN
NJ SEA GRANT CONSORTIUM
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CONTRACT NUMBER:

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Contractor is a governmental agency, complete Section A. If Contractor is a non-governmental agency, complete Section B.

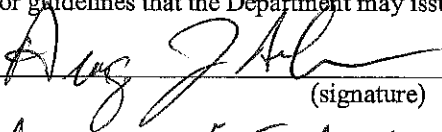
Section A: Governmental Agency

I am the FISCAL OFFICER (Print title of Chief Financial Officer) of NJ Sea Grant Consortium and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project Storm Surge Reduction Alternatives for Barnegat Bay.

The accounting system that will be established and maintained for the purpose of this agreement will be adequate to

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all requirements or guidelines that the Department may issue.

Date: 8/1/13


(signature)
AUGUSTINE T. ANFUSO
(print name)

Section B: Non-governmental Agency

I am a ☐ certified public accountant ☐ duly licensed public accountant and have been engaged to examine the financial statements of NJ Sea Grant Consortium which will be maintained for the project Storm Surge Reduction Alternatives for Barnegat Bay.

In my opinion, the accounting system and internal controls ☐ in use ☐ to be established on _____ for this contract ☐ are ☐ will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all requirements or guidelines that the Department may issue.

Date: _____
(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

For AGENCY USE ONLY

Description of Services

Agency Email

(Including trade name if applicable)

Phone

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

a) **Within the preceding 18 months, the below-named person or organization has not made a contribution to:**

- (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or *Lieutenant Governor*;
- (ii) Any State, county, municipal political party committee; OR
- (iii) Any legislative leadership committee.

b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor;
OR
- (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
Any State, county, *municipal* political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____		Address of Recipient _____	
Date of Contribution _____		Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City _____	State _____	Zip _____	

If this form is not being completed electronically, please attach pages for additional contributions as necessary.

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____		Address of Recipient _____	
Date of Contribution _____		Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City _____	State _____	Zip _____	

If this form is not being completed electronically, please attach pages for additional contributions as necessary.

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____		Address of Recipient _____	
Date of Contribution _____		Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City _____	State _____	Zip _____	

If this form is not being completed electronically, please attach pages for additional contributions as necessary.

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____		Address of Recipient _____	
Date of Contribution _____		Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City _____	State _____	Zip _____	

If this form is not being completed electronically, please attach pages for additional contributions as necessary.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY OWNERSHIP DISCLOSURE FORM

Solicitation Number: _____

Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM.

	YES	NO
1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

For Questions 2-4 answered "YES", you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, FILL OUT EITHER THE "INDIVIDUALS" OR "PARTNERSHIPS/CORPORATIONS" BOX BELOW. EACH BOX WILL ASK YOU TO PROVIDE INFORMATION SPECIFIC TO EITHER TYPE OF ENTITY.

Individuals

Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____	State _____ Zip Code _____

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

☐ Yes or ☐ No

Partnerships/Corporations

Entity Name: _____

Partner Name: _____

Ownership Interest _____ %

Business Address: _____

City _____

State _____

Zip Code _____

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offoror and its parent corporation/partnership?

☐ Yes or ☐ No

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFOROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

FEIN/SSN: _____

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

Solicitation Number: _____

Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

	YES	NO
1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.

IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please click on the "Additional Information" button on the left. Each box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Make additional entries as needed.

Non-profit bidder/offers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by clicking on the "Officers/Directors" button on the right and completing the information provided in the boxes. Make additional entries as needed.

Once all required information has been disclosed, please sign and date below

Officers/Directors**Name:** _____**Title** _____**DOB** _____**Address** _____**City** _____**State** _____**Zip Code** _____**Phone** _____**E-Mail** _____**Officers/Directors****Name:** _____**Title** _____**DOB** _____**Address** _____**City** _____**State** _____**Zip Code** _____**Phone** _____**E-Mail** _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____**Signature:** _____**Title:** _____**Date:** _____

**PUBLIC LAW 2005
CHAPTER 271**

**Vendor Certification and
Political Contribution
Disclosure Form**

Contract Reference: _____

Vendor: _____

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

**PUBLIC LAW 2005
CHAPTER 271**

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
--	-------------------------	---------------------------	--------------------

Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Vendor: _____

#2

Signed: _____

Print Name: _____

Title: _____

Date: _____

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this contract and other documents which might be helpful to the Contractor.

A. New Jersey Department of the Treasury

- State Circular Letter 04-04-OMB: Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-133 Revised: Audits of States, Local Governments, and Non-profit Organizations
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)
- A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-110 (2 CFR Part 215), and A-122 (2 CFR Part 230)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide
- Auditing Recipients of Federal Awards: Practical Guidance for Applying OMB Circular A-133
- Government Auditing Standards and Circular A-133 Audits – AICPA Audit and Accounting Guide